

AGREEMENT
BETWEEN
THE BOROUGH OF BERGENFIELD
and
THE BERGENFIELD FIREMAN'S ASSOCIATION
F.M.B.A. LOCAL NO. 65

Effective: July 1, 2011 through December 31, 2013

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Boulevard, Building A
P.O. Box 4922
Warren, New Jersey 07059
(732) 805-3360
(732) 805-3346 (Facsimile)

TABLE OF CONTENTS

	PREAMBLE	Page 1
Article I	RECOGNITION	Page 2
Article II	MANAGEMENT and FIREMAN RIGHTS	Page 3
Article III	SALARIES	Page 5
Article IV	OVERTIME	Page 6
Article V	CLOTHING ALLOWANCE	Page 8
Article VI	HOLIDAYS and PERSONAL DAYS	Page 9
Article VII	INSURANCE and DEATH BENEFITS	Page 10
Article VIII	VACATION	Page 12
Article IX	TRAINING and EDUCATION	Page 14
Article X	MISCELLANEOUS	Page 16
Article XI	GRIEVANCE PROCEDURE	Page 17
Article XII	TERMINAL LEAVE	Page 20
Article XIII	SICK LEAVE	Page 22
Article XIV	SEPARABILITY and SAVINGS	Page 23
Article XV	EXTRA CONTRACT AGREEMENTS	Page 24
Article XVI	TERM OF AGREEMENT	Page 25
Schedule A		Page 26

PREAMBLE

THIS AGREEMENT, effective as of this 20 day of MARCH, 2012, by and between the **BOROUGH OF BERGENFIELD, NEW JERSEY**, hereinafter referred to as the "Borough", and the **BERGENFIELD FIREMAN'S BENEVOLENT ASSOCIATION, F.M.B.A. LOCAL No. 65**, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough and its employees who are within the bargaining unit defined in **Article I** hereof in order efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

SECTION 1

The Borough hereby recognizes the Association as the exclusive majority representation within the meaning of the New Jersey Employer – Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all full-time firemen employed by the Borough as members of the paid Fire Department.

SECTION 2

Unless otherwise indicated, the terms “fireman”, “employee” or “employees”, wherever used in this Agreement, refer to all persons represented by the Association in the above defined bargaining unit.

ARTICLE II
MANAGEMENT *and* FIREMAN RIGHTS

SECTION 1

The Borough hereby agrees that every paid fireman shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any fireman in the enjoyment of any rights, privileges, or benefits conferred upon firemen by the New Jersey Employer – Employee Relations Act, N.J.S.A. 34:13A-1 et seq., or other laws of the State of New Jersey or the Constitutions of the State of New Jersey or of the United States of America. The Borough further agrees that it shall not discriminate against any fireman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

SECTION 2

Except as otherwise provided herein, the Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, all practices and policies affecting terms and conditions of employment existing prior to the agreement not specifically addressed shall remain in full force and effect, including, but without limiting, the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
- c. To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for just cause according to law.

SECTION 3

Nothing contained herein shall be construed to deny or restrict either party of or in its right, responsibilities and authority, under N.J.S.A. Titles 11A, 34, 40, 40A or any other national, state, county or other applicable laws.

SECTION 4

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other form of interference with the Borough operations during the term of this Agreement.

SECTION 5

The Borough will not engage in any lockout of employees covered by this Agreement during the term thereof.

ARTICLE III

SALARIES

SECTION 1

- A. Salaries for employees covered by this Agreement shall be as set forth in Schedule A annexed.
- B. Any Firefighter/EMS with the Bergenfield Fire Department who maintains certified first responder status, has met the qualifications of the Bergenfield Volunteer Ambulance Corps, Inc., and is approved by the Borough Administrator to actively ride the ambulance during duty hours, shall be remunerated as set forth in Schedule A annexed. EMS response of F.M.B.A. personnel for emergency calls shall be pursuant to the written policy set forth by the Borough Administrator.
- C. The following shall be included, but not limited to for calculating pension:
 - 1. Base salary
 - 2. Longevity
 - 3. Remuneration for additional duties
- D. Salary increases for bargaining unit members shall be as follows:
 - (1) \$0.00 increase per step/rank, effective July 1, 2011;
 - (2) \$750.00 increase per step/rank, effective January 1, 2012; and,
 - (3) \$750.00 increase per step/rank, effective January 1, 2013.

SECTION 2

- (1) Part A: A Firefighter shall progress from training salary to first (1st) year salary after evaluation by the Fire Chief, with final approval by the Administrator, and who complies with the criteria listed below:
 - a. Successful completion of Firefighter One training; and,
 - b. Three (3) months maximum of "on the job" training.
- (2) Part B: A Firefighter shall progress from first (1st) year salary to second (2nd) year salary upon obtaining a fire inspector certification and having previously completed the criteria listed in Part A above.

ARTICLE IV
OVERTIME

SECTION 1

Overtime shall be defined as work in excess of forty-five (45) hours per week for all permanently assigned Firefighters. For each such extra hour worked, overtime compensation shall be paid at one and one-half (1 ½) times the regular hourly base rate of pay as established by dividing the annual base rate of pay by 2,080 hours.

SECTION 2

In the event that the Borough and the Fire Chief requires that the Bergenfield Volunteer Fire Department "standby" in the fire houses, on a paid basis, then the employees shall be called and placed on "standby" service. Storm related "standby" duty shall be compensated on the basis of a three (3) hour minimum. The Borough reserves the right to have the employees work the full minimum time set forth above.

SECTION 3

Mandatory schooling or training or other training as approved by the Fire Chief with the final approval by the Borough Administrator undertaken after duty hours shall be compensated at the overtime rate or compensatory time off at the employee's option. Compensatory time shall be calculated as one and one-half (1 ½) hour for each hour spent in the mandatory class.

SECTION 4

Overtime shall be paid in accordance with all appropriate State and Federal regulations.

SECTION 5

A. Incident Recall –

Paid Firefighters recalled due to an incident shall remain on paid duty (overtime status) until the Fire Company is back in service or the incident is completed and the Fire Company is dismissed. In either case, pay shall be compensated on the basis of a two (2) hour minimum.

- B. Court or legal forum appearance after normal duty hours shall be compensated at the overtime rate and on the basis of a one (1) hour minimum.
- C. The Borough reserves the right to have the employees work the full minimum times as set forth above.

SECTION 6

Members accumulating compensatory time up to of twenty (20) compensatory hours per year may carry such over and any amount in excess of twenty (20) compensatory hours not used within the following year shall be forfeited; there shall be no cashing out of any such time.

SECTION 7

Scheduled Overtime shall be assigned to regular full time employees of the Department first and it shall be based upon a rotating seniority roster of the paid staff.

ARTICLE V
CLOTHING ALLOWANCE

SECTION 1

Each employee shall receive an annual clothing allowance in the amount of \$750.00, less all applicable deductions. This allowance shall cover the cost of maintaining a blue daily work uniform and a dress uniform. Effective January 1, 2012, said amount shall be reduced to \$400.00 less all applicable deductions.

SECTION 2

A. Each new employee shall receive:

1. Station uniforms, consisting of three (3) shirts, three (3) pants and one (1) pair of shoes, compliant with appropriate standards.
2. Dress uniform, consisting of blouse, pants, short and long sleeve shirts, tie, pot hat and shoes to match the uniform of the Bergenfield Volunteer Fire Department. This shall be effective if not previously issued by the Bergenfield Volunteer Fire Department.
3. A new full set of personal protective equipment including one (1) of each of the following: turnout coat, pants, boots, helmet, hood, suspenders; and, two (2) pairs of gloves.

B. Each current employee shall annually receive three (3) station uniform items, which shall be shirts, pants or safety footwear.

SECTION 3

Items covered in Section 2 shall be purchased through the Director of Purchasing.

SECTION 4

If any career employee suffers damage to personal protective equipment during a fire or other emergency wherein that equipment is no longer serviceable, or, if any such equipment no longer meets accepted nationally recognized standards, that employee shall have the ability to make immediate purchase or order of any such equipment notwithstanding any turnout gear purchasing schedule of the Bergenfield Fire Department.

ARTICLE VI
HOLIDAYS *and* PERSONAL DAYS

SECTION 1

Each employee shall enjoy the following thirteen (13) holidays during each year of this Agreement:

New Year's Day	Martin Luther King Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Lincoln's Birthday	President's Day
Veteran's Day	Thanksgiving Day
Christmas Day	

SECTION 2

Each employee shall be entitled to three (3) personal leave days annually without loss of pay, in addition to any other time off provided for in this Agreement. This time may be used in one (1) hour increments. Personal day requests must be submitted in writing, except in cases of emergencies, to the Administrator or designee no less than seventy-two (72) hours prior to the date requested. Personal days may also be attached to a vacation or holiday with prior approval by the Borough Administrator or designee.

ARTICLE VII
INSURANCE *and* DEATH BENEFITS

SECTION 1

- A. Levels of coverage for hospitalization, major medical, dental, and prescription shall be continued for all active employees and their eligible dependents and all retired employees and their dependents.
- B. Effective July 1, 2009, the employees represented by the F.M.B.A. Local No. 65 shall contribute one (1%) percent of their annual base salary toward the cost of health insurance benefits as provided by the Borough. Until that date, the employees shall continue to make their current contributions of Two Hundred Forty (\$240.00) Dollars per year towards medical benefits.
- C. The provisions of Ch.2, P.L. 2010 as to all bargaining unit members paying 1.5% of their pensionable base salary as a healthcare contribution, effective July 1, 2011.
- D. Effective January 1, 2012, the provisions of Ch.78, P.L. 2011 shall apply to all bargaining unit members, including applicable retirees.

SECTION 2

The Borough agrees to extend to all active employees all insurance benefits provided to members.

SECTION 3

Effective July 1, 2009, all members of the bargaining unit, present and former, shall be covered under the provisions of the prescription plan handled through the State Health Benefits Plan (SHBP). Any changes as to co-pays/coverages, etc. to said plan made by the State Health Benefits Commission (SHBC) shall govern the employees, current and former, under the bargaining unit as to this benefit. There shall be no stand alone prescription plan.

SECTION 4

Eye Glass Reimbursement Program –

The Borough will reimburse each employee for the cost of new lenses, frames and/or contact lenses providing the employee is required to wear glasses on a full time basis, has broken the lens during the work shift, has submitted to the Borough his claim with the

Optician's bill and has been included on the list of eligible members which was furnished by the F.M.B.A. The Borough will pay the employee a maximum of Ninety (\$90.00) Dollars for each claim and each employee shall be entitled to a maximum of one (1) claim per year. When the lens, frames and/or contact lenses are broken, the employee must submit the glasses to the Chief the same day. The amount shall be increased not to exceed One Hundred Twenty-Five (\$125.00) Dollars, effective January 1, 2012.

SECTION 5

Should the Employer seek to change insurance carriers or if, for any reason, change insurance to any degree, then the Employer shall be required to give no less than forty-five (45) days notice, whenever possible, to the F.M.B.A. of any intended change. Such forty-five (45) day notice shall include, at the time of notice, a copy of the proposed changed provisions or policy. Any new policy shall provide equal coverage. The forty-five (45) day notice may be waived by mutual consent of both parties.

SECTION 6

Every employee shall be granted scheduled time off, each year, for purposes of a medical evaluation provided by the State F.M.B.A. medical program. Time off shall also be granted for any follow-up examinations deemed necessary as a result of said evaluation. The cost of the medical evaluation and any follow-ups must be covered, in full, by the employee's insurance plan with no additional expense to the Borough. Employees will not be subjected to loss of vacation, personal or compensatory time for such evaluation or any necessary follow-ups.

SECTION 7

Effective January 1, 2012, all employees hired on or after July 1, 2011 who retire shall not be eligible for Medicare/Medicaid reimbursement by the Borough.

ARTICLE VIII
VACATION

SECTION 1

Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<u>Years of Service</u>	<u>Vacation Time (working days)</u>
1 st year	1 day/month worked
2 nd through 5 th year	12 days
6 th through 10 th year	15 days
11 th through 15 th year	18 days
16 th through 20 th year	21 days
Over 20 years	25 days

SECTION 2

All employees hired on or after July 1, 2011 shall be covered by the following vacation schedule:

- (1) From initial employment up to the end of the first (1st) calendar year, annual paid vacation time for bargaining unit members:
 - (a) One (1) working day for initial month of employment if the employee begins work on the 1st through the 15th day of the calendar month and one-half (1/2) working day if they begin on the 16th through the last day of the month; and,
 - (b) After the initial month of employment and up to the end of the first (1st) calendar year, employees shall receive one (1) working day for each month of service.
- (2) From the beginning of the first (1st) full calendar year of employment and through ten (10) years of continuous service – thirteen (13) working days;
- (3) From the beginning of the eleventh (11th) full calendar year of employment and through fifteen (15) years of continuous service – sixteen (16) working days;

- (4) From the beginning of the sixteenth (16th) full calendar year of employment and through twenty-four (24) years of continuous service – nineteen (19) working days; and,
- (5) After twenty-four (24) years of continuous service – twenty-three (23) working days.

SECTION 3

Where in any calendar year the vacation time, or any part thereof, is not taken, a maximum of ten (10) days shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues. Employees shall be permitted to purchase up to five (5) days of accumulated vacation time earned in that calendar year. Any employee wishing to exercise this option must notify the Borough Administrator no later than November 1st of that year. The rate of pay for any days purchased will be the rate of pay in effect for that employee as of November 1st of that year.

SECTION 4

Requests for vacation time must be submitted in writing by March 31st of the current year. It shall be granted on the basis of seniority. All requests thereafter shall be granted on a first come, first served basis.

SECTION 5

No more than two (2) full-time firemen shall be allowed to take time off at the same time.

SECTION 6

There shall be no call-in of a part-time volunteer fireman (paid part-timer) for coverage of a full-time fireman unless the total number of full-time firemen actually working a given shift is less than four (4) firemen and a Lieutenant.

ARTICLE IX
TRAINING *and* EDUCATION

SECTION 1

Employees shall be reimbursed for the tuition cost of any fire service course undertaken as part of a fire science program at a State of New Jersey accredited college or university upon the successful completion of the course documented by a transcript establishing that a grade of "C" or better was obtained and proof that the tuition cost had been paid. With the exception of fire science programs, reimbursement for any other job-related course of study will be subject to the approval of the Borough Administrator. In order to receive reimbursement for the course(s), the employee must earn a grade of C or better in an A through F grade course or a Pass in a Pass/Fail course.

SECTION 2

Employees shall be reimbursed for the tuition cost of any training program mandated by the State of New Jersey or approved by the Fire Chief with final approval by the Borough Administrator as a condition for maintaining their status as a paid Firefighter, Fire Official, Fire Inspector or First Responder.

SECTION 3

Employees shall be reimbursed for the tuition cost of any course or program for which they would have heretofore been entitled to tuition payment under the training budget of the Bergenfield Volunteer Fire Department without regard to their status within the Bergenfield Volunteer Fire Department.

SECTION 4

Employees shall be reimbursed for the license certification fees for Firefighter, Fire Sub-Code Inspector, Fire Official and Fire Inspector.

SECTION 5

Required training time to maintain Fire Official and/or Fire Inspector licenses shall be provided. If courses occur during regular working hours, members shall receive compensation

for classes attended. Classes, which are attended outside normal working hours, shall be compensated as per Article IV.

SECTION 6

Required training time to initiate and maintain appropriate first responder level training, as required by the State of New Jersey and the Bergenfield Volunteer Ambulance Corps, shall be provided to those Firefighters designated Firefighter/EMS. If courses occur during regular working hours, members shall receive compensation for classes attended. Classes, which are attended outside normal working hours, shall be compensated as per Article IV.

SECTION 7

An employee who leaves the employ of the Borough within one (1) year of the date of graduating a training program and/or attaining any of the certification(s) referenced to in this Article shall reimburse the Borough for the full costs of such training/certifications, unless the employee is laid off by the Borough or dies while in the employ of the Borough.

ARTICLE X
MISCELLANEOUS

Employees shall be entitled to a bonus of two (2) days pay upon completion of one (1) full calendar year of perfect attendance. Perfect attendance shall be defined as not being absent from work for any reason, except vacation days, personal leave or compensatory time.

Bereavement Leave

Employees shall be entitled to three (3) days leave with pay upon the death of a member of the immediate family. One of the days of bereavement shall be either the day of death or the day of the funeral, at the employee's choice.

F.M.B.A. Activities

One (1) member of the Association, the state delegate, local president, or designee shall be permitted to attend all regular or special meeting of the New Jersey F.M.B.A.

Two (2) members of the Association, the state delegate and local president, or their respective designees shall be permitted to attend conventions(s) of the New Jersey F.M.B.A.

Time off for F.M.B.A. activities must be requested in writing and may be denied if the operations of the Department can be affected by such time off.

ARTICLE XI

GRIEVANCE PROCEDURE

SECTION 1

A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of this department. This grievance procedure shall include disciplinary grievances where the disciplinary sanction is five (5) days or less fine or equivalent suspension.

SECTION 2

Complaints may be initiated by an individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

SECTION 3

When the Association wishes to present a grievance for itself, for an employee, or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1: The aggrieved employee, the President of the Association, or his duly authorized representative shall present and discuss the grievance or grievances orally with the Fire Chief or his duly designated representative. The Fire Chief shall answer the grievance orally within five (5) working days.

Step 2: If the grievance is not resolved at Step 1, or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Fire Chief. This presentation shall set forth the position of the Association or employee and, at the request of either party, discussion may ensue. The Fire Chief shall answer the grievance, in writing, within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, within seven (7) working days of the receipt of the written response in Step 2, or of the time limitation for response (if no response is received), the grievance may be presented, in writing, to the Borough Administrator. The final decision of the Borough Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4: If the grievance has not been settled by the parties at Step 3, the Association may, within seven (7) working days thereafter, appeal the adverse decision to the Governing Body in writing. The Governing Body shall, if requested by the employee or Association, or in its own discretion, within ten (10) working days after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought, and the Borough Administrator's Response, hold a private hearing at which the employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing. Such decision shall be conclusive and binding on the parties.

SECTION 4

1. If the grievance is not settled through Steps 1, 2, 3 and 4, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) calendar days after the determination by the Governing Body for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement as detailed in paragraph A of this Article. All other grievances end with the decision by the Governing Body. An Arbitrator shall be selected pursuant to the rules of PERC.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any supplement thereto. The decision of the Arbitrator shall be final and binding.
3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the F.M.B.A. Any other expenses, including but not limited to the presentation of the witnesses, shall be paid by the party incurring same.

SECTION 5

Working days, in this Article, shall be defined as Monday through Friday, irrespective of whether the employee works the days or not.

ARTICLE XII
TERMINAL LEAVE

SECTION 1

All active employees, as of January 1, 1996, shall be entitled to terminal leave with pay in accordance with the following schedule:

15 – 19 years	3 months
20 – 24 years	4 months
25 – 29 years	5 months
30 years or more	6 months

All employees hired after January 1, 1996 shall be entitled to terminal leave with pay in accordance with the following schedule:

15 – 19 years	2 months
20 – 24 years	3 months
25 – 29 years	4 months
30 years or more	5 months

Except as provided by Section 2 hereof, it is understood that any employee, who exercises his ordinary retirement privilege or ordinary disability retirement privilege prior to attaining twenty-five (25) years of service, shall not be permitted to commence retirement and terminal leave during the period from March 1st through September 1st of any calendar year.

SECTION 2

In the event an employee receives an accidental disability retirement for job connected disability, pursuant to N.J.S.A. 43:16A-1 et seq., it is understood and agreed that insurance benefits provided by the Borough for retired employees shall be provided to such employees as long as the provision of such benefits is provided under New Jersey law.

SECTION 3

During terminal leave status, said retiring employee shall not accrue payment or credit for vacation, personal day(s), sick day(s) or holiday(s).

SECTION 4

If, during the term of this Agreement, the State of New Jersey adopts a law giving terminal leave payment , the provisions of such shall apply to all bargaining unit members immediately upon the commencement date set by the State.

ARTICLE XIII

SICK LEAVE

SECTION 1

Sick leave shall be granted to each employee in the amount equal to one (1) full working year which shall be renewed annually but not accumulate past December 31st of each year. If an employee has utilized twelve (12) months of continuous sick leave, the decision to continue sick leave shall rest solely with the Mayor and Council.

SECTION 2

In the event that the fifteen (15) day policy is implemented due to sick leave abuse, the parties agree that each employee shall be automatically credited with fifteen (15) days for each year of employment.

SECTION 3

Abuse of sick leave shall be cause for disciplinary action, up to and including termination. Accumulated unused sick leave shall not be paid under any circumstances.

ARTICLE XIV
SEPARABILITY *and* SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XV
EXTRA CONTRACT AGREEMENTS

SECTION 1

The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

SECTION 2

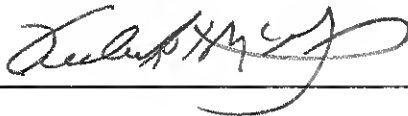
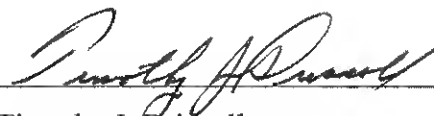
This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVI
TERM OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 2011 and shall remain in full force and effect until December 31, 2013. In the event no new or substitute Agreement is entered into on or before December 31, 2013, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:


BOROUGH OF BERGENFIELD


_____

Timothy J. Driscoll,
Mayor

ATTEST:

BERGENFIELD FIREMAN'S ASSN.
F.M.B.A. LOCAL NO. 65


_____

President

SCHEDULE A**NEW SALARY SCHEDULE FOR CURRENT EMPLOYEES -
FIREFIGHTERS**

Year	Base	1/1/2012	1/1/2013
Trn	\$39,262	\$40,012	\$40,762
1st	\$43,527	\$44,277	\$45,027
2nd	\$45,777	\$46,527	\$47,277
3rd	\$55,681	\$56,431	\$57,181
4th	\$62,910	\$63,660	\$64,410
5th	\$71,094	\$71,844	\$72,594
6th	\$80,335	\$81,085	\$81,835
7th	\$90,784	\$91,534	\$92,284
8-9	\$94,447	\$95,197	\$95,947
0-11	\$94,447	\$97,086	\$97,836
12-14	\$94,447	\$98,030	\$98,780
15-17	\$94,447	\$98,975	\$99,725
18-20	\$94,447	\$99,919	\$100,669
21-23	\$94,447	\$103,514	\$104,264
24 +	\$94,447	\$105,453	\$106,203
F.O	\$5,800	\$5,800	\$5,800
EMS	\$1,779	\$1,779	\$1,779

LIEUTENANT

1-5	\$101,530	\$102,280	\$103,030
6-8	\$101,530	\$103,296	\$104,046
10-11	\$101,530	\$104,311	\$105,061
12-14	\$101,530	\$105,326	\$106,076
15-17	\$101,530	\$106,342	\$107,092
18-20	\$101,530	\$107,357	\$108,107
21-23	\$101,530	\$111,022	\$111,772
24+	\$101,530	\$113,103	\$113,853

**NEW SALARY SCHEDULE FOR EMPLOYEES HIRED ON OR AFTER
7/1/2011**

Train	\$39,262	\$40,012	\$40,762
1st	\$43,527	\$44,277	\$45,027
2nd	\$45,777	\$46,527	\$47,277
3rd	\$55,681	\$56,431	\$57,181
4th	\$62,910	\$63,660	\$64,410
5th	\$71,094	\$71,844	\$72,594
6th	\$80,335	\$81,085	\$81,835

7th	\$90,784	\$91,534	\$92,284
8th	\$94,447	\$95,197	\$95,947
F.O	\$5,800	\$5,800	\$5,800
EMS	\$1,779	\$1,779	\$1,779